

## Terms & Conditions of Contract

The following Terms and Conditions will apply.

1. The expression "the Supplier" for the purposes of these terms and conditions means the artist Ritchie Clark. The expression "the Client" will mean the person, firm, company or entity purchasing voiceover services from the Supplier.
2. The Supplier contracts on these conditions only, and acceptance by the Supplier of any order from a Client will be deemed an acceptance of these Terms and Conditions by the Client and the presumption is made that they have been read and accepted.
3. Payment is due within 30 days of the date of invoice (unless otherwise specified by the Supplier on the invoice). The right is also applied to require payment from a Client outside of the British Isles upon receipt of invoice, or with a new client in advance. The licence is not released until agreed payment is made in full.
4. The supply of any future services may be withdrawn in the event of a breach of these Terms and Conditions. Performing rights as opposed to copyright are retained by the artist in perpetuity.
5. Voice-overs performed by the Supplier in UK Independent Radio commercials are licensed for 12 months use from the date of recording on the station(s) agreed. Any further use must be advised. Payments are arranged on a per voice, per script, per transmitting station basis unless otherwise indicated.
6. Fees are set at a level to reflect the stated usage at the time of booking. Any further usage on other broadcast outlets, for other advertisers, in other media, beyond the duration of stated licensing terms or the re-use of recorded material in other productions is beyond the scope of the original agreement and must be advised by the Client at the point of intended further use, the Supplier's permission sought and appropriate payments made at the Suppliers discretion at or above the rates then prevailing on the relevant Equity rate card. Use periods will be considered to commence from the date of the original supply of the material.
7. If the Client cancels any booked session giving the Supplier less than twenty-four hours notice, the Supplier reserves the right to charge a cancellation fee of 100% of the fees payable under the terms of the booking.
8. In the event that the Supplier supplies voiceover recording services and delivers a fully recorded script and the Client cancels the project after receipt, for whatever reason, the Supplier reserves the right to charge a cancellation fee of 100% of the fees payable under the terms of the booking.
9. The Supplier is entitled to vary the price to take account of: any changes to the original services requested by the Client which were not included at the time of booking.
10. Copyright and Performing Rights in all written and/or audible work created by the Supplier remain the property of the Supplier, unless the Client and Supplier have agreed otherwise by way of written contract.
11. The Client warrants and undertakes that: (a) they will be responsible for obtaining and paying for all necessary licences and consents for the use of any copyright material contained in, or the inclusion of any person in their production; (b) No copy will breach the copyright or other right of or be defamatory toward any third party; (c) they will indemnify and keep the Supplier indemnified against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities arising from any breach of the above warranties or in any manner whatsoever in consequence of the use of any copy or matter supplied by the Client.